

## **PURCHASING POLICIES AND BIDDING**

**7.140\***

The Superintendent or designee shall be responsible for all purchases of materials, equipment, and services from District school funds. Only persons authorized by the Superintendent or School Board rules may make any purchase involving the use of school funds. Unauthorized expenditures shall not be approved by the School Board. Florida Statutes, State Board of Education rules, School Board rules and administrative procedures shall be carefully observed when making any purchases. The District shall recognize purchasing terms as defined by law and rule.

The following provisions shall govern purchasing and bidding procedures:

### **I. Authorization to Execute Purchase Orders**

The Purchasing Agent shall be authorized to sign purchase orders.

### **II. Development of and Adherence to Specifications**

Purchases through bids and quotations procedures shall be based upon justification and specifications which are clear, definite, and certain as to character and quality and shall conform to standard specifications for the various classes of supplies, materials, parts, services, or equipment desired. Such specifications shall be conducive to securing the most economical price for the highest quality product which best meets the needs of the educational program. Specifications shall be as open as possible and it shall be made clear in the invitation to bid that use of a trade name does not give exclusive rights to that product. Preferential bidding shall not be permitted. The Superintendent or designee shall be responsible for soliciting the assistance of District staff members who use the products to prepare specifications and to evaluate bids.

### **III. Requirements for Competitive Bids**

Sealed bids shall be requested for any purchase of materials, equipment, or service above limits set by State Board of Education rules unless the item is purchased on the basis of an established state contract, through approved online procurement, under the provisions of sections IX. or X. herein, or is otherwise exempted from bidding by Florida Statutes or State Board of Education rules. A particular item or group of similar items which is anticipated to exceed a collective legally permitted total during the fiscal year shall be subject to the bid requirements as described herein.

#### IV. Standard Bid Procedures

A. The Purchasing Agent shall maintain a list of all potential bidders by category of commodity or service and shall include the names of all persons or firms that requested placement on the list. The Purchasing Agent shall mail each request for bids to each person and firm on the list for that particular commodity and may mail the request for bids to other known persons or firms that are capable of providing the requested commodity.

1. The Purchasing Agent may remove the name of any person or firm from the list upon failure to respond to three (3) consecutive requests for bids.

2. The Superintendent or designee may remove the name of any unqualified or unreliable person or firm from the list. Provided, however, the person or firm may apply to the Purchasing Agent for reinstatement to the vendor list after being removed for one (1) year.

3. Prior to issuance of a purchase order in excess of the threshold provided in 287.017, F.S., for Category Two, the vendor shall execute an affidavit, pursuant to Florida Statutes, certifying that neither the firm nor any of its principals have been convicted for a public entity crime and placed on the convicted vendor list within the previous thirty-six (36) months.

#### B. Bid Receipt, Opening, and Tabulation

Sealed bids shall be received in the purchasing office at the time and date designated in the request for bids. All bids shall be opened publicly in the presence of at least one (1) School Board employee. The Purchasing Agent shall read aloud the name of the bidder and the amount and shall make recommendations to the Superintendent who shall make a recommendation to the School Board. The tabulation shall be signed by the Purchasing Agent and School Board employee in attendance. Bids received after the designated time shall not be accepted or considered.

#### C. Award of Bids

1. Each bid shall be awarded on the basis of the lowest and best bid which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms and service, and past performance of the vendor. In case of a tie, the recommendation shall be made by casting lots. Samples of products may be requested when practical. The School Board shall reserve the right to reject any or all bids.
  2. The District may award contracts to the lowest, responsible bidder as the primary awardee and to the next lowest and responsible bidder(s) as alternate awardees provided that the awarding of multiple contracts is clearly stated in the bid solicitation documents.
- D. Public Inspection of Bids - Sealed bids, proposals or replies in response to a competitive solicitation shall be exempt from public inspection or copying as provided in §119.071, F.S. When documents are no longer exempt and may be copied, the fee for photocopying shall be in accordance with the School Board Policy 3.07, Copying of Public Records. Original bids and quotations and the transmittal envelopes shall not be removed from the purchasing office.
- E. Award to Other Than Low Bidder - Any bid recommendation other than the low bid shall be accompanied by a written statement signed by the Purchasing Agent giving the reasons and justification for such action as provided in section IV.B. herein. Single or combination items may be considered in determining the recommendation.
- F. Bid Withdrawal - A bidder may withdraw a bid before the designated time for opening bids by submitting a written request to the Purchasing Agent and identifying the reason(s) for the desired bid withdrawal. A bidder shall not be permitted to withdraw a bid for any reason after the designated time for opening bids unless mutually agreed upon by both parties.
- V. Electronic Bidding
- A. Electronic bidding may be utilized when it is determined to be in the best interest of the District. All requirements for advance notification of bid specifications and date and time of bidding shall be met.

- B. Each bid shall be awarded on the basis of the lowest and best bid which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms and service, and past performance of the vendor.
- C. Multiple awards may be made provided that the solicitation documents clearly state this option.
- D. Any bid recommendation other than the low bid shall be accompanied by a written statement signed by the Purchasing Agent giving the reasons and justification for such action.
- E. Documentation of the bid process shall be maintained for audit purposes.

#### VI. Emergency Situations

- A. Occasionally, situations arise which necessitate immediate action in order to ensure the health and safety of students and staff, or to keep a facility in operation. In such cases, at the determination of the Superintendent, the normal procedures may be waived and all Board members will be notified of such action as soon as practicable. The purchasing department shall be required to make telephone contacts with at least two (2) vendors to request quotations, determine availability and ability to deliver services or products in a timely manner. All such contacts must be documented and followed by written bids from those contacted. The Superintendent shall be given all facts relating to the problem and a recommendation for the purchases necessary to resolve the problem. Upon the Superintendent's approval, the lowest and best bidder will be given authorization to proceed. A formal tabulation, giving complete details and justification, shall be submitted at the next regular Board meeting for ratification.
- B. If the Superintendent determines in writing that the time required to obtain pricing information will enhance the emergency situation, the emergency purchase may be made without quotations.

#### VII. Requisitions

Each purchase shall be based upon a requisition originating from the principal or District department head. Each requisition or contract shall be properly financed, budgeted, and encumbered prior to issuing a purchase order. Under extreme emergencies, the Purchasing Agent or designee may grant permission for a

purchase without a requisition; provided, however, any emergency purchase shall be followed immediately with an emergency requisition. A purchase shall not precede a requisition except under emergency provisions.

#### VIII. Informal Quotations on Purchases

Quotations shall be obtained from at least three (3) sources, except as provided in section X. herein, prior to issuing a purchase order for materials, services, or equipment as established and required by state law or regulation.

#### IX. Purchase of Foods and Nonfood Items for the Food Service Department

The Superintendent shall develop and prescribe a Competitive Procurement Plan for purchasing food and nonfood supply items for the school food service program.

- A. The Plan shall contain procedures to ensure conformity with the Federal Food, Drug and Cosmetic Act, the Federal Meat Inspection Act, and the Meat Inspection Law of Florida when purchasing foods.
- B. The Plan shall provide for various types of selection procedures including online procurement if approved by the state, as alternatives to the bidding requirements prescribed herein. Bidding requirements specified in this rule shall be waived if they conflict or are inconsistent with the Plan. All purchases of milk shall comply with State Department of Agriculture and Consumer Services rules.
- C. Purchases of equipment items and professional services shall be excluded from the Plan and shall be subject to procedures for purchases described herein.

#### X. Government and Agency Bids

Subject to provisions of law, the Superintendent may authorize purchase bids approved by the state of Florida, other government agencies, or educational consortia.

#### XI. Acquisition of Professional or Educational Services

The Superintendent is authorized to contract for professional or educational services to complete projects or activities authorized or approved by the School Board.

- A. Selection of an architect, construction management, professional engineer, landscape architect, or land surveyor to perform professional services for a School Board project shall be in accordance with the School Board Policy 7.141, Selecting Professional Services.
- B. Contracts or commitments for educational or professional services shall be approved by the School Board if such contracts or commitments exceed amounts permitted without School Board approval by state laws or regulations.

## XII. Single Source Commodities or Contractual Services

- A. commodity or contractual service that is available from a single source may be exempted from requirements for competitive solicitation provided that the District posts notice of its intent to purchase a specific item or service and subsequently posts notice of its intent to enter a single source contract.

## XIII. Conflict of Interest

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School Board employee may be grounds for dismissal.

- A. No contract for goods or services may be made with any business organization in which
  1. The Superintendent or School Board member has any financial interest whatsoever;
  2. A spouse or child of the Superintendent or School Board member has an employment relationship or material interest as defined by Section 112.312, Florida Statutes; or,
  3. A School Board employee has an employment relationship or material interest as defined by Section 112.312, Florida Statutes.

- B. No School Board employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined by Section 112.312, Florida Statutes.
- C. School Board employees or officials may not use bid prices or school prices or receive gifts or any preferential treatment in making personal purchases. A School Board employee shall not be prohibited from participating in any activity or purchasing program that is publicly offered to all School Board employees or in District surplus sales provided there is no preferential treatment.

#### XIV. Multi-year Purchase Agreements

No obligation shall be created by contract, purchase order, maintenance agreement, lease-purchase agreement, lease agreement, or other instrument which exceeds a period of twelve (12) months. The Superintendent shall develop and prescribe a uniform termination clause which shall be incorporated in and made a part of any multi-year obligation agreement or contract.

#### XV. Bid Protest

- A. A bidder who wishes to file a bid protest, must file such notice and follow procedures prescribed by Section 120.57(3), F.S. for resolution. For bids solicited by the purchasing department, the notice must be filed with the purchasing department. For bids solicited by the Facilities department, the notice must be filed with the facilities department or such persons as the Superintendent designates.
- B. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the \_\_\_\_\_(insert name of County) County School Board in an amount equal to one percent (1%) of the total estimated contract value, but no less than five hundred dollars (\$500) nor more than five thousand dollars (\$5000). The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall

recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protester prevails, he/she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

- C. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

**STATUTORY AUTHORITY:** **1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:** **112.312, 119.071, 120.57, 212.0821, 255.04, 274.02, 287.017, 287.057, 287.133, 1001.421, 1001.43, 1010.01, 1010.04, 1013.47, F.S.**

**STATE BOARD OF EDUCATION RULE(S):** **6A-1.012, 6A-1.085, 6A-1.087**

**STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES RULE(S):** **5P-1.003**

**HISTORY:** **ADOPTED: \_\_\_\_\_**  
**REVISION DATE(S): 09/10/12**  
**FORMERLY:**